

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Davis Goldberg & Galper PLLC	2. Registration Number 6949
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3. Primary Address of Registrant
1120 20th Street NW, Ste. 700 North, Washington, DC 20036

4. Name of Foreign Principal Dmytro Firtash	5. Address of Foreign Principal c/o Group DF Holdings Limited, 6th Floor, Flat/Office 3&4 Limassol CYPRUS 3035
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6. Country/Region Represented
UKRAINE

7. Indicate whether the foreign principal is one of the following:

☐ Government of a foreign country¹

☐ Foreign political party

☐ Foreign or domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☐ Corporation

☐ Voluntary group

☐ Association

☐ Other (*specify*) _____

☒ Individual-State nationality UKRAINE

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

Businessperson

- b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

04/18/2021Lanny J. Davis/s/Lanny J. Davis

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

4/15/21

LANNY J. DAVIS

Lanny J. Davis
partner, OGG PLLC

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Davis Goldberg & Galper PLLC

2. Registration Number

6949

3. Name of Foreign Principal

Dmytro Firtash

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 04/12/2021
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Please see attached contract. Registrant has been engaged to provide legal services, legal representation in ongoing matters, including working with U.S. and European Co-Defense Counsel, on strategies and services in support of legal and litigation positions. At times, these services may include correcting the record in the media and elsewhere in the face of distortions and inaccuracies and advising on such media strategies for such purposes.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Please see attached contract. Registrant has been engaged to provide legal services, legal representation in ongoing matters, including working with U.S. and European Co-Defense Counsel, on strategies and services in support of legal and litigation positions. At times, these services may include correcting the record in the media and elsewhere in the face of distortions and inaccuracies and advising on such media strategies for such purposes.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Please see attached contract. Registrant has been engaged to provide legal services, legal representation in ongoing matters, including working with U.S. and European Co-Defense Counsel, on strategies and services in support of legal and litigation positions. At times, these services may include correcting the record in the media and elsewhere in the face of distortions and inaccuracies and advising on such media strategies for such purposes.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☒ No ☐

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
04/12/2021	GROUP DF HOLDINGS LIMITED	Advance Payment of Fees	\$ 224,990.00

\$ 224,990.00

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

04/18/2021

Lanny J. Davis

/s/Lanny J. Davis

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

4/15/21

LANNY J. DAVIS

Lanny J. Davis
partner, OGG PLLC

Davis | Goldberg | Galper^{PLLC}

March 15, 2021

BY EMAIL: robert.shetler-jones@groupdfi.com & ralph@isenegger-associates.com

Mr. Dymitry Firtash

c/o

GROUP DF HOLDINGS LIMITED

LOPHITIS BUSINESS CENTER,

6th floor, Flat/Office 3&4

3035, Limassol, Cyprus

JSC Bank Alliance

Sichovih Strilciv str 50

04053 Kyiv, Ukraine

IBAN: [REDACTED]

SWIFT: [REDACTED]

Re: Retention of Davis, Goldberg & Galper PLLC

Dear Mr. Firtash:

I am pleased to confirm your engagement of Davis Goldberg & Galper PLLC ("DGG") to provide legal advice and counsel to you personally ("you" or the "Client") and to work with your lead U.S. defense counsel, Mr. Daniel Webb of Winston & Strawn LLP, to defend you in the current U.S. prosecution (the "Services"). The Services shall include, along with Mr. Webb, (1) attempting to correct the public record regarding false and misleading assertions in the media about Mr. Firtash by the prosecutors and others that may already have tainted the jury pool; and (2) attempting to prove that the indictment is invalid and should be dropped.

I am asking you to sign this letter as personal guarantor of all fees as set forth below, but I understand you are asking us to send our invoices of our monthly fees to the following:

GROUP DF HOLDINGS LIMITED

LOPHITIS BUSINESS CENTER,

6th floor, Flat/Office 3&4

3035, Limassol, Cyprus

JSC Bank Alliance

Sichovih Strilciv str 50

04053 Kyiv, Ukraine

IBAN: [REDACTED]

SWIFT: [REDACTED]

The purpose of this engagement letter is to confirm the terms and conditions upon which DGG will provide the Services to you. The Services are rendered with the

Davis | Goldberg | Galper^{PLLC}

Mr. Dmitry Firtash
March 15, 2021
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understanding that our communications with you are subject to the attorney-client privilege and that our work is attorney work product.

DGG's Services will be limited to advising the Client on the Services. Our Services will not extend to other business, personal, or legal affairs of the Client or to any other aspect of the Client's activities except as the Client and DGG may agree in their sole and absolute discretions from time to time.

Fees and Payment Schedule

The Services shall be performed at a fee of \$75,000 per month for the first three months (or March 15-June 15, 2021) for a total of \$225,000 (First Three-Month Period Transfer"), which shall be paid by wire upfront and due immediately upon your executing this engagement letter. It is agreed that this engagement letter contract shall become a contract only on the receipt by DGG of such First Three-Month Period Transfer. We expect to be on March 15, 2021, but the actual contractual commitment will begin on the receipt of this \$225,000 wire transfer by DGG from the Client.

We have also agreed to continue to provide Services at a reduced rate of \$50,000 per month thereafter, with advance payment due for three months or \$150,000 as of the 15th of the month of the first month of such three months. In other words, the first three-month time period at \$50,000 per month shall begin as of June 15 and continue until September 15, 2021, with payment due to be transferred to DGG on June 15, 2020 of \$150,000 (i.e., for next three months); and so on, with \$150,000 due on the 15th of the month at the end of each such three-month period.

Simple summary – schedule of fees due:

First Three-Month Period Transfer – due March 15, 2021: \$225,000 (\$75,000 per month) [actual contract formed on actual date DGG receives transfer]

First invoice to be sent shortly, with \$225,000 wire transfer due on March 15, 2021.

Second Three Month Period Transfer (at \$50,000 per month): \$150,000 due June 15, 2020.

Third Three-Month Period Transfer and thereafter: \$150,000 transfer, at \$50,000 per month in advance, due on September 15, 2021; and so on the 15th of the month of the each of the next subsequent three-month time periods.

Davis | Goldberg | Galper^{PLLC}

Mr. Dimitry Firtash
March 15, 2021
Page 3 of 7

Fees for a monthly period shall be deemed fully earned upon the first day of such monthly period. Attorneys who receive payments in advance of earning their fees are required to place the payments in trust accounts for their clients' benefits until the fees have been earned. Because you agree that DGG shall have earned its fee on the first day of a monthly period, you understand that your fees shall be paid directly into DGG's operating account and not into any trust account unless you pay for a monthly period before that period begins. If at any time you wish to pay fees for a monthly period in advance of the first day of such period, please let us know and we will provide you the wiring instructions for our client trust account so that we may keep such advance payment in such account until the first day of the applicable monthly period.

Notwithstanding that fees shall be deemed earned upon the first day of the applicable monthly period, DGG shall be obligated to perform the services retained hereunder and, if DGG does not perform such services, the Client shall be entitled to a refund of the fees paid for the period in which DGG did not perform such services.

[Note: Apology for duplicating: the following language is required by our local bar rules obligations: Given the foregoing two paragraphs, upon receipt of the \$225,000 in fees for the first three months, which we shall regard as beginning on March 15, 2021, we shall immediately place \$150,000 of that amount into our client trust account. On April 15, we shall transfer \$75,000 of the \$150,000 into our operating account and, on May 15, 2021, we shall place the remaining \$75,000 into our operating account. Similarly, upon receipt of the \$150,000 in fees for the second set of three months, such fees shall be placed in the trust account, provided that \$50,000 shall be transferred to our operating account on the 15th of each of following three months.]

In addition to the fees, DGG charges for travel expenses and authorized costs and disbursements that DGG incurs in connection with rendering its services. Expenses and disbursements incurred will be billed in monthly statements that are payable upon receipt. All airfare tickets, which shall be in business class, will be paid by Client before departure. Moreover, notwithstanding the foregoing, unless special arrangements are made, fees and expenses of third parties may be billed directly to the Client.

The Client shall pay the expenses by wire in accordance with the wiring instructions set forth on **Exhibit A** attached to this letter.

Since we will be acting at your direction, you agree to indemnify and hold us and our agents and assigns harmless, including reasonable attorneys fees, with respect to any claims or actions arising out of the Services as defined above performed as authorized by the Client,



Mr. Dimitry Firtash
March 15, 2021
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such as media statements that lead to defamation or other related claims against Lanny Davis or Eleanor McManus or DGG for statements or actions made in good faith and in accordance with the Client's instructions. Such indemnification shall apply to any costs arising from subpoenas for testimony or documents taken against any other partner or employee of DGG as a result of performing the Services as defined above. However, this indemnification commitment shall not be applicable if our statements or actions leading to such costs are contrary to the Client's written instructions or otherwise are a result of our gross negligence.

It is agreed that this engagement letter will only take effect, and DGG will only act as Client's agent, upon full execution of this letter by your signature and the wiring of the aforementioned fees to DGG, beginning with the first fee due on the date of signature or shortly thereafter. This agreement may be executed in counterparts, and an electronically transmitted signature shall be deemed to be the legal equivalent of an original signature.

The Client may terminate this representation at any time, with or without cause. Subject to the applicable rules of professional responsibility, DGG may terminate this representation at any time, with or without cause, including (without limitation) if the Client fails to make timely payments of any invoice or any fact or circumstance arises that, in DGG's view, renders our continuing representation unlawful or unethical. Any termination of our representation of the Client would be subject to such approval as may be required from any court in which we are appearing on the Client's behalf. In the event of termination by either of us, the Client agrees to pay us fees and costs for work performed or earned before termination to the extent permitted by law.

DGG's agreement to represent the Client is conditioned upon the understanding and Client's agreement that DGG is free to represent any entities or individuals, and to take positions adverse to the Client, in any matters that do not involve the same factual and legal issues as matters for which the Client has retained us and that do not involve any confidential information we obtained from the Client. The Client understands that, while DGG may obtain confidential information from other clients that may be of interest to the Client, DGG cannot share such information with the Client.

You agree that all disputes under this agreement (including, without limitation, the indemnification provisions) shall be determined by an expedited, binding arbitration under the rules of the American Arbitration Association, with such arbitration to occur in Washington, D.C. and with all awards of the arbitrator to be enforceable in the U.S. District Court for the District of Columbia. Any disputes under this agreement shall be governed by the laws of the District of Columbia.

Davis | Goldberg | Galper^{PLLC}

Mr. Dmitry Firtash
March 15, 2021
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If the foregoing accurately reflects our agreement, please confirm by signing below, retaining a copy for your records, and returning it to me. Please do not hesitate to call me to discuss any questions you may have regarding this agreement. In addition, I encourage you to review this agreement with separate counsel to answer any questions or concerns you may have.

Thank you again for this opportunity. We look forward to working with you.

Very truly yours,

DAVIS GOLDBERG & GALPER PLLC



By: _____
Lanny J. Davis
Co-Founder & Partner

By signing below, you acknowledge and represent that you have read this engagement letter and that you understand and agree to the terms and provisions.

MR. DIMITRY FIRTASH (the "Client" – personal guarantor of Fees)

Mr. Dmitry Firtash [signed] Date:

Invoices to be sent to and paid by:

GROUP DF HOLDINGS LIMITED
LOPHITIS BUSINESS CENTER,
6th floor, Flat/Office 3&4
3035, Limassol, Cyprus
JSC Bank Alliance
Sichovih Strilciv str 50
04053 Kyiv, Ukraine

1120 20th Street, NW | Suite 700 North | Washington, DC 20036 | 202-320-0751
www.dggpllc.com

Davis | Goldberg | Galper_{PLLC}

Mr. Dimitry Firtash

March 15, 2021

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IBAN: [REDACTED]

SWIFT: [REDACTED]

Davis | Goldberg | Galper_{PLLC}

Mr. Dmitry Firtash
March 15, 2021
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EXHIBIT A

Bank:	PNC Bank, N.A.
Bank Address:	1913 Massachusetts Ave NW, Washington, D.C. 20036
Account Name:	Davis Goldberg & Galper PLLC
Account Number:	[REDACTED]
ABA/Routing Number:	[REDACTED]
ACH Number:	[REDACTED]
Swift Code:	[REDACTED]

Davis I Goldberg I Galper

Mr. Dimitry Firtash

March 15,

2021 Page 5

of 7

discuss any questions you may have regarding this agreement. In addition, I encourage you to review this agreement with separate counsel to answer any questions or concerns you may have.

Thank you again for this opportunity. We look forward to working with you.

Very truly yours,

DAVIS GOLDBERG & GALPER PLLC



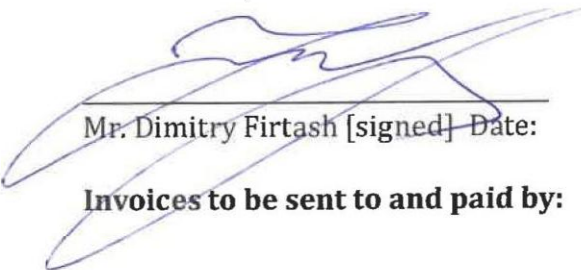
By: _____

Lanny J. Davis

Co-Founder & Partner

By signing below, you acknowledge and represent that you have read this engagement letter and that you understand and agree to the terms and provisions.

MR. DIMITRY FIRTASH (the "Client" - personal guarantor of Fees)



Mr. Dimitry Firtash [signed] Date:

Invoices to be sent to and paid by:

GROUP DF HOLDINGS LIMITED
LOPHITIS BUSINESS CENTER,
6th floor, Flat/Office 3&4
3035, Limassol, Cyprus
JSC Bank Alliance
Sichovih Strilciv str 50

04053 Kyiv, Ukraine

[BAN: [REDACTED] 1

SWIFT: [REDACTED]

1120 20th Street, NW I suite 700 North I Washington, DC 20036 |
202-320-0751 www.dggpllc.com